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8 Attorneys for Plaintiff  
9 CHURCH OF SCIENTOLOGY INTERNATIONAL

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HUB LAW OFFICES

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

12 CHURCH OF SCIENTOLOGY	) CASE NO. BC 084642
13 INTERNATIONAL, a California	)
not-for-profit religious	) PLAINTIFF'S NOTICE OF MOTION AND
14 corporation;	) MOTION FOR LEAVE TO AMEND THE
	) FIRST AMENDED COMPLAINT;
15 Plaintiff,	) MEMORANDUM OF POINTS AND
	) AUTHORITIES IN SUPPORT
16 vs.	) THEREOF
	)
17 GERALD ARMSTRONG; THE GERALD	) DATE: March 14, 1994
ARMSTRONG CORPORATION, a	) TIME: 8:30 a.m.
18 California corporation; DOES	) DEPT: 30
1-25 INCLUSIVE	)
	) DISCOVERY CUT-OFF: NONE
19 Defendants.	) MOTION CUT-OFF: NONE
	) TRIAL DATE: NONE
20	)

21 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

22 PLEASE TAKE NOTICE that on March 14, 1994, at 8:30 a.m., or  
23 as soon thereafter as the matter may be heard in Department 30 of  
24 the Los Angeles Superior Court, located at 111 N. Hill Street,  
25 Los Angeles, California 90012, plaintiff CHURCH OF SCIENTOLOGY  
26 INTERNATIONAL ("CSI") will and hereby does move for leave to  
27 amend the First Amended Complaint previously filed in this  
28 action.

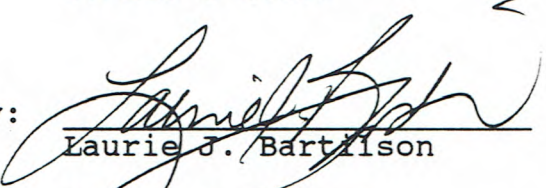
1 As grounds for this motion, plaintiff states that (1) since  
2 the First Amended Complaint was filed on August 10, 1993,  
3 defendants have created another corporation for the specific and  
4 exact purpose of providing a data base to litigants and potential  
5 litigants who wish to sue plaintiff and other protected entities,  
6 in further, additional, and continuous violation of the Agreement  
7 which forms the basis of plaintiff's action; (2) there is no  
8 prejudice to defendants because they have not as yet answered the  
9 First Amended Complaint, the case has been stayed since just  
10 after its filing, no trial date has yet been set in this matter  
11 and discovery has not yet commenced; and (3) the addition of the  
12 new cause of action will permit all of the issues between the  
13 parties to be determined on their merits in a single action.

14 This motion is based on this Notice of Motion and Motion,  
15 the accompanying Memorandum of Points and Authorities, the file  
16 in this matter and such other and further evidence as may  
17 properly come before this Court at the hearing on this matter.

18 Dated: February 9, 1994

Respectfully submitted,

19 BOWLES & MOXON

20  
21 By:   
22 Laurie J. Bartilson

23 Andrew H. Wilson  
WILSON, RYAN & CAMPILONGO

24 Attorneys for Plaintiff  
25 CHURCH OF SCIENTOLOGY INTERNATIONAL  
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1 Agreement provided Armstrong with more than half a million  
2 dollars in consideration for various promises and duties.  
3 Armstrong promised, inter alia, to refrain from encouraging and  
4 aiding others in litigation against the Church and related  
5 entities and individuals, to return private documents which he  
6 had removed from the Church, to cease his public attacks and  
7 discussions of purported experiences with Scientology.<sup>1</sup>

8 Armstrong's promises remained good only so long as his  
9 settlement monies lasted. In February, 1992, the Church was  
10 forced to file the complaint in the First Breach Case, alleging  
11 that Armstrong had, on at least four separate and well-documented  
12 occasions, deliberately breached the Agreement. Indeed, the  
13 breaches were so well-documented that on May 28, 1992, the  
14 Honorable Ronald Sohigian issued a preliminary injunction barring  
15 Armstrong from further breaches. Specifically, Armstrong was  
16 forbidden to aid others in pursuing, fomenting or creating  
17 litigation against the parties protected by the Agreement.

18 [Order of Injunction, Ex. B.]

19 Neither the initiation of the First Breach Case nor the  
20 Court's Order appeared to have any effect on Armstrong. In June,  
21 1992, the Church amended the first breach case to add seven new  
22 breach claims. By July, 1993, the Church had documented five  
23 additional breaches of the Agreement by Armstrong, some of which  
24

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25 <sup>1</sup> Prior to the settlement agreement, Armstrong had engaged  
26 in numerous public attacks on the Church and had stirred up  
27 unwarranted litigation. Therefore a primary incentive of the  
28 Church in making the settlement was to obtain Armstrong's  
agreement to discontinue fomenting litigation and to refrain from  
undertaking efforts to discredit the Church.



1 were also breaches of the Injunction.<sup>2</sup> Accordingly, the  
2 complaint in this action was filed on July 8, 1993. It was  
3 amended to add still more claims on August 10, 1993.

4 Armstrong's opportunity to demurrer to the First Amended  
5 Complaint expired on September 13, 1993, thirty days after the  
6 First Amended Complaint was served.<sup>3</sup> Thereafter, on September  
7 14, 1993, Armstrong filed a motion to strike pursuant to C.C.P.  
8 § 425.16. On October 6, 1993, this Court consolidated this  
9 action into the First Breach Case, and ordered all proceedings in  
10 this case stayed, along with the proceedings in the First Breach  
11 Case. No discovery has yet been taken in this case.

12 In January, 1994, the Church learned that Armstrong's  
13 breaches, far from dying down or ending, had risen to new  
14 heights. As alleged in the proposed Second Amended Complaint,  
15 Armstrong has, together with anti-Church civil litigant Lawrence  
16 Wollersheim, formed a corporation which has the specific purposes  
17 of creating an electronic data base for would-be litigants  
18 against the Church and other Constitutionally protected entities;  
19 encouraging present and former Church parishioners to harass and  
20 sue the Church; harassing current Church members with alarming  
21 and false mass mailing "informational" mailings; and requesting  
22 the addresses of and ways to contact the family members of senior  
23 Church executives, an action which is clearly intended for the

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24  
25 <sup>2</sup> Armstrong appealed the Injunction, which led this Court  
26 to stay all proceedings in the First Breach Case on March 23,  
27 1993, pending resolution of Armstrong's appeal. That appeal is  
still pending, and has not yet been set for argument.

28 <sup>3</sup> Neither Armstrong nor the Gerald Armstrong Corporation  
filed timely answers to the First Amended Complaint.



1 purpose of harassment.

2 The Second Amended Complaint alleges that in June, 1993,  
3 Armstrong caused the formation of and became a director and  
4 officer of a Colorado corporation known as "Fight Against  
5 Coercive Tactics, Inc." ("FACTI"). One of the avowed purposes of  
6 this corporation is to foment civil litigation against the  
7 Church, and the other entities and individuals protected by the  
8 Agreement. Armstrong formed FACTI specifically to implement his  
9 plan to foment such litigation. [Ex. A, ¶ 47.]

10 In January, 1994, Armstrong, using his new FACTI  
11 corporation, sent a mass mailing to an as-yet unascertained  
12 number of people, including members of the Scientology faith.  
13 [Ex. C.] In the mailing, Armstrong exhorts recipients to bring  
14 civil actions against the Church, stating that he is collecting  
15 negative information about the plaintiff "to assist ongoing civil  
16 or criminal litigation." [Id. at p. 4.]<sup>4</sup>

17 To further the fomenting of litigation, the mailing contains  
18 a list, based on rumor, falsehood and innuendo, of persons  
19 supposedly harmed or injured by their belief in the Scientology  
20

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21 <sup>4</sup> FACTI's mailings, for example, proclaim its intentions to  
22 establish an electronic anti-Scientology library. This library,  
23 according to FACTI, will include: "Complete copies of all or most  
24 briefs in legal cases where major victories or precedents were  
25 set against Scientology....", "Witness victim and expert  
26 declarations and affidavits..." and "[a] successful actions  
library that will contain the advice of those individuals who  
have successfully dealt with Scientology...." FACTI advertises  
that, "[t]his will include the history of Scientology settlement  
strategies, particularly the amounts of past known settlements  
and current settlement offers." [Ex. D at 2 - 3.]

27 FACTI boasts of its intention to go "on-line" with  
28 Armstrong's confidential information this spring, and its  
intention to reach computer-users all over the world before the  
end of 1994. [Ex. E, p. 43-45.]



1 religion. [Id. at pp. 1-3.]

2 Indeed, the proposed Second Amended Complaint alleges that  
3 Armstrong's "list" has already been used to the Church's  
4 detriment by anti-Church litigant Steven Fishman in the case of  
5 Church of Scientology International v. Steven Fishman, et al.,  
6 United States District Court for the Central District of Los  
7 Angeles, Case No. 91-6426 HLH (Tx). [Ex. A at ¶ 50.]

8 These new breaches are and should be a part of the existing  
9 action.

### 10 III. DISCUSSION

#### 11 A. Any Pleading May Be Amended In The Furtherance Of Justice

12 Code of Civil Procedure Section 576 provides that:

13 Any judge, at any time before or after the  
14 commencement of trial, in the furtherance of justice  
15 and upon such terms as may be proper, may allow the  
16 amendment of any pleading or pretrial conference order.

17 Similarly, C.C.P. § 473 permits the court to allow  
18 amendments to a pleading whenever required "in the furtherance of  
19 justice." It is well-settled law that this section is to be  
20 construed liberally to ensure that, as much as possible, all  
21 disputed matters between the parties are resolved in the same  
22 lawsuit. Nestle v. City of Santa Monica (1972) 6 Cal.3d 920,  
23 939, 101 Cal.Rptr. 568, 496 P.2d 480; Greenberg v. Equitable Life  
24 Assurance Society of U.S. (1973) 34 Cal.App.3d 994, 998, 110  
25 Cal.Rptr. 470.

26 Indeed, the policy is so strong that reviewing courts have  
27 found that denial of a motion for leave to amend is rarely  
28 justified, Morgan v. Superior Court (1959) 172 Cal.App.2d 527,  
530, 343 P.2d 62, 64, even when an amendment is not related to



1 the claims or defenses originally pleaded but sets forth entirely  
2 new claims. The standards are simple:

3 If the motion to amend is timely made and the  
4 granting of the motion will not prejudice the opposing  
5 party, it is error to refuse permission to amend and  
6 where the refusal also results in a party being  
7 deprived of the right to assert a meritorious cause of  
8 action or a meritorious defense, it is not only error  
9 but an abuse of discretion.

10 Id.

11 Here, plaintiff has filed its motion to amend in a timely  
12 manner. The motion has been brought while the action was stayed,  
13 before the defendants have answered, before any significant  
14 discovery commenced, and rapidly after the Church discovered  
15 Armstrong's new scheme for automated breaching of the Agreement.  
16 No trial date has been set. The amendments would result in no  
17 delay, and would ensure that all of the issues between the  
18 parties are resolved in a single action.

19 **B. The Effect Of The Proposed Amendments Will Be To Ensure That**  
20 **All Of The Issues Between Plaintiff And These Defendants Are**  
21 **Resolved In A Single Action**

22 Armstrong has declared his intention to breach the Agreement  
23 continuously, "even in my sleep." With the formation of FACTI,  
24 as described above, he has succeeded in creating a machine to  
25 enable him to do just that. The Second Amended Complaint adds a  
26 new Cause of Action -- the Seventh Cause of Action -- which  
27 alleges Armstrong's creation of FACTI, and the breaches of the  
28 Agreement which are the result of that creation. The facts  
alleged clearly and succinctly state a claim for breach of the  
agreement. If they are not added to this complaint, then the  
Church will be forced to bring still another action against  
Armstrong on the same contract, a result which even Armstrong is



1 surely loath to endorse.<sup>5</sup>

2 IV. CONCLUSION

3 Plaintiff sees, during the initial stages of this  
4 litigation, to add a single cause of action to its First Amended  
5 Complaint. This motion is timely brought, as the facts  
6 supporting the new cause of action were newly discovered by the  
7 Church. Defendants will suffer no prejudice from the amendments,  
8 as the case was stayed in October, 1993, before the defendants  
9 even filed an answer. Discovery is still to come. The  
10 furtherance of justice and judicial economy require that the  
11 Church's motion be granted.

12 Dated: February 9, 1994

BOWLES & MOXON

13  
14 By: 

Laurie J. Bartilson

15 Andrew H. Wilson

16 WILSON, RYAN & CAMPILONGO

17 Attorneys for Plaintiff  
18 CHURCH OF SCIENTOLOGY  
INTERNATIONAL

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26 <sup>5</sup> See, e.g., Memorandum of Points and Authorities in  
27 Support of Special Motion to Strike, in which Armstrong argued  
28 that the Church should have alleged the claims pled in the  
instant action as a "supplemental" complaint [sic] in BC 052395  
rather than filing a new complaint.







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8 Attorneys for Plaintiff  
CHURCH OF SCIENTOLOGY INTERNATIONAL  
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

12 CHURCH OF SCIENTOLOGY	)	CASE NO. BC 084642
INTERNATIONAL, a California	)	
13 not-for-profit religious	)	VERIFIED SECOND AMENDED COMPLAINT
corporation;	)	FOR DAMAGES AND FOR PRELIMINARY
14	)	AND PERMANENT INJUNCTIVE RELIEF
Plaintiff,	)	FOR BREACH OF CONTRACT
15	)	
16 vs.	)	
17	)	
GERALD ARMSTRONG; THE GERALD	)	
ARMSTRONG CORPORATION, a	)	
18 California corporation; DOES	)	
1-25 INCLUSIVE	)	
19	)	
Defendants.	)	
20	)	

21 Plaintiff, by its attorneys, Wilson, Ryan & Campilongo and  
22 Bowles & Moxon, for its Complaint, alleges:

23 **NATURE OF THE ACTION**

24 1. In violation of the express terms and spirit of a  
25 settlement agreement ("the Agreement") entered into in December  
26 1986, defendant Gerald Armstrong ("Armstrong") has embarked on a  
27 deliberate campaign designed to aid plaintiff's litigation  
28 adversaries, breach the confidentiality provisions of the



1 Agreement, and foment litigation, hatred and ill-will toward  
2 plaintiff.

3       2. Six years ago, plaintiff Church of Scientology  
4 International ("CSI") entered into the Agreement with Armstrong,  
5 on its own behalf and for the benefit of numerous third-party  
6 beneficiaries. The Agreement provided for a mutual release and  
7 waiver of all claims arising out of a cross-complaint which  
8 defendant Armstrong had filed in the case of Church of  
9 Scientology of California v. Gerald Armstrong, Los Angeles  
10 Superior Court No. C 420153. Armstrong, a former Church member,  
11 who sought, by both litigation and covert means, to disrupt the  
12 activities of his former faith, displayed through the years an  
13 intense and abiding hatred for the Church, and an eagerness to  
14 annoy and harass his former co-religionists by spreading enmity  
15 and hatred among members and former members. Plaintiff sought  
16 with the Agreement to end all of Armstrong's covert activities  
17 against it, along with the litigation itself. For that reason,  
18 the Agreement contained carefully negotiated and agreed-upon  
19 confidentiality provisions and provisions prohibiting Armstrong  
20 from fomenting litigation against plaintiff by third parties.  
21 These provisions were bargained for by plaintiff to put an end to  
22 the enmity and strife generated by Mr. Armstrong once and for  
23 all.

24       3. This action arises out of deliberate and repeated  
25 breaches by Armstrong of these and other express provisions of  
26 the Agreement. Although plaintiff fully performed all of its  
27 obligations under the Agreement, Armstrong never intended to keep  
28 his part of the bargain and maintains that he considered the



1 referenced provisions to be unenforceable ab initio. Some of  
2 Armstrong's deliberate breaches of the Agreement became the  
3 subject of a case currently pending before this Court, Church of  
4 Scientology International v. Gerald Armstrong et al., Case No. BC  
5 052395 ("the earlier action"). Despite the pendency of that  
6 action, and despite plaintiff's repeated demands that Armstrong  
7 end his constant and repeated breach of the provisions of the  
8 Agreement, Armstrong appears to delight in renewing his annoying  
9 and harassing activities, admitting to them in sworn depositions  
10 and refusing to end his improper associations. This Complaint  
11 addresses Armstrong's breaches since June 1992, when the Amended  
12 Complaint was filed in the earlier action.

13 4. With this Complaint, plaintiff seeks the Court's aid in  
14 obtaining the peace for which it bargained more than five years  
15 ago. Plaintiff requests liquidated damages pursuant to the terms  
16 of the Agreement from Armstrong and his sham corporate alter ego,  
17 the Gerald Armstrong Corporation ("GAC"), as well as injunctive  
18 relief to prevent additional and future breaches of the Agreement  
19 by Armstrong.

#### 20 THE PARTIES

21 5. Plaintiff Church of Scientology International is a non-  
22 profit religious corporation incorporated under the laws of the  
23 State of California, having its principal offices in Los Angeles,  
24 California. Plaintiff CSI is the Mother Church of the  
25 Scientology religion.

26 6. Defendant Gerald Armstrong is a resident of Marin  
27 County, California.

28 7. Defendant Gerald Armstrong Corporation is a corporation



1 incorporated under the laws of the State of California, having  
2 its principal offices in San Anselmo, California.

3 8. Plaintiff is ignorant of the names and capacities of  
4 the defendants identified as DOES 1 through 25, inclusive, and  
5 thus brings suit against those defendants by their true names  
6 upon the ascertainment of their true names and capacities, and  
7 their responsibility for the conduct alleged herein.

8 9. Defendant Armstrong is the principal shareholder in GAC  
9 and its sole employee, and has been since the incorporation of  
10 GAC in 1987.

11 10. Defendant GAC is, and at all times since its  
12 incorporation was, the alter ego of defendant Armstrong and there  
13 exists, and at all times since GAC's incorporation has existed, a  
14 unity of interest and ownership between these two defendants such  
15 that any separateness between them has ceased to exist, in that  
16 defendant Armstrong caused his own personal assets to be  
17 transferred to GAC without adequate consideration, in order to  
18 evade payment of his lawful obligations, and defendant Armstrong  
19 has completely controlled, dominated, managed and operated GAC  
20 since its incorporation for his own personal benefit.

21 11. Defendant GAC is, and at all times herein mentioned  
22 was, a mere shell, instrumentality and conduit through which  
23 defendant Armstrong carried on his activities in the corporate  
24 name exactly as he conducted it previous to GAC's incorporation,  
25 exercising such complete control and dominance of such activities  
26 to such an extent that any individuality or separateness of  
27 defendant GAC and defendant Armstrong does not, and at all  
28 relevant times mentioned herein, did not exist.



1           12. Adherence to the fiction of the separate existence of  
2 defendant GAC as an entity distinct from defendant Armstrong  
3 would permit an abuse of the corporate privilege and would  
4 sanction fraud, in that Armstrong transferred his material assets  
5 to GAC in 1988, prior to embarking on the campaign of harassment  
6 described herein, and with the intention of preventing plaintiff  
7 from obtaining monetary relief from Armstrong pursuant to the  
8 liquidated damages clause. GAC exists solely so that Armstrong  
9 may be "judgment proof."

10                           THE CONTRACT

11           13. On or about December 6, 1986, CSI and Armstrong entered  
12 into a written confidential settlement Agreement, a true and  
13 correct copy of which is attached hereto as Exhibit A, and  
14 incorporated herein by reference.

15           14. The Agreement was entered into by plaintiff and  
16 defendant Armstrong, with the participation of their respective  
17 counsel after full negotiation. Each provision of the Agreement  
18 was carefully framed by the parties and their counsel to  
19 accurately reflect the agreement of the parties.

20           15. Plaintiff specifically negotiated for and obtained from  
21 Armstrong the provisions in the Agreement delineated in  
22 paragraphs 7(D), 7(H), 7(G), 10 and paragraphs 12 through 18,  
23 because it was well aware, through investigation, that Armstrong  
24 had undertaken a series of covert activities, apart from the  
25 litigation, which were intended by Armstrong to discredit Church  
26 leaders, spark government raids into the Churches, create phony  
27 "evidence" of wrongdoing against the Churches, and, ultimately,  
28 destroy the Churches and their leadership.



16. Contemporaneously with the signing of the Agreement, Armstrong represented that he understood the Agreement's provisions and was acting of his own free will and not under duress.

17. The Agreement also provided that plaintiff CSI would pay to Armstrong's attorney, Michael Flynn, a lump sum amount intended to settle not just Armstrong's case, but the cases of other clients of Mr. Flynn as well, and that Mr. Flynn would pay to Armstrong a portion of that settlement amount. The exact amount of the portion to be paid to Armstrong by Mr. Flynn was maintained as confidential between Mr. Flynn and Armstrong.

18. CSI paid to Mr. Flynn the lump sum settlement amount.

19. Mr. Flynn paid to Armstrong his confidential portion of the lump sum settlement amount, which was at least \$520,000, after expenses.

20. The consideration paid to Armstrong was fair, reasonable and adequate. Plaintiff CSI has performed all of its obligations pursuant to the Agreement.

**FIRST CAUSE OF ACTION**

(Against All Defendants for Breach of Contract)

21. Plaintiff realleges paragraphs 1 - 20, inclusive, and incorporates them herein by reference.

22. In August 1991, Armstrong accepted employment as a paralegal from San Anselmo attorney Ford Greene. Mr. Greene's practice consists substantially of pressing claims by former Scientologists against the plaintiff and other individuals and entities identified in paragraph 1 as beneficiaries of the Agreement (collectively, "the Beneficiaries").



1        23. Among Mr. Greene's clients who are pressing claims  
2 against one or more of the Beneficiaries are Ed Roberts and  
3 Denise Cantin.

4        24. While working in Mr. Greene's office, Armstrong  
5 provided substantial paralegal assistance to Mr. Greene in the Ed  
6 Roberts and Denise Cantin matters. In the case of Roberts, for  
7 example, Armstrong went to Colorado and interviewed Roberts in  
8 November 1991, and has interviewed him at least seven times since  
9 then. In December 1992, Armstrong even made a settlement demand  
10 to plaintiff's counsel on behalf of Roberts, without bothering to  
11 go through Roberts' attorney, Mr. Greene.

12        25. Armstrong's employment by Greene to work on the Roberts  
13 and Cantin matters is a direct violation of paragraphs 7(G) and  
14 10 of the Agreement.

15        26. As a direct and proximate result of Armstrong's breach  
16 of the agreement by providing paralegal assistance to Greene on  
17 the Roberts and Cantin matters, plaintiff has incurred damages  
18 which are not presently calculable. In no event, however, are  
19 they less than the jurisdictional minimum of this Court.  
20 Consequently, for this breach plaintiff seeks compensatory and  
21 consequential damages according to proof.

22                    **SECOND CAUSE OF ACTION**

23                    (For Breach of Contract Against All Defendants)

24        27. Plaintiff realleges paragraphs 1-20 and 22-25,  
25 inclusive, and incorporates them herein by reference.

26        28. In or about November, 1992, in Los Angeles, California,  
27 Armstrong attended a convention of the Cult Awareness Network, an  
28 anti-religious group whose members advocate the kidnapping and



1 "deprogramming" of persons belonging to groups which they label  
2 "cults." While at the convention, Armstrong provided a lengthy  
3 videotaped interview to deprogramming specialist Jerry Whitfield.  
4 A true and correct copy of the transcript of the videotape is  
5 attached hereto as Exhibit B. Said videotaped interview violates  
6 the Agreement in that it purportedly contains disclosures by  
7 Armstrong of his claimed experiences with Scientology as  
8 prohibited by paragraph 7(D) of the Agreement.

9 29. In addition, the videotaped interview devotes an entire  
10 section to a description of the earlier action resulting from the  
11 breaches of the Settlement Agreement and to a description of the  
12 Settlement Agreement itself. The making of the videotape  
13 violated the provisions of paragraphs 7(D) and 18 of the  
14 Agreement.

15 30. In addition, plaintiff is informed and therefore  
16 believes that Armstrong has distributed the videotape to persons  
17 other than Whitfield, the number of which plaintiff has still to  
18 ascertain. The provision of the videotape by Armstrong to any  
19 person additionally violates paragraphs 7(D) and 18 of the  
20 Agreement.

21 31. In addition, while at the CAN convention, Armstrong  
22 spoke with approximately fifty (50) people and willingly  
23 disclosed to them his claimed experiences with Scientology, in  
24 violation of paragraphs 7(D) and 18 of the Agreement.

25 32. By reason of the foregoing breaches by Armstrong,  
26 plaintiff is entitled to at least \$150,000 in liquidated damages,  
27 and further liquidated damages subject to proof.

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1 which featured this statement made voluntarily by Armstrong in a  
2 media interview. The provision of this interview by Armstrong  
3 violated the provisions of paragraphs 2, 7(D) and 18 of the  
4 Agreement.

5 42. By reason of the foregoing breach of the Agreement,  
6 plaintiff is entitled to \$50,000 in liquidated damages.

7 **SIXTH CAUSE OF ACTION**

8 (Against All Defendants for Breach of Contract)

9 43. Plaintiff realleges paragraphs 1-20, 22-25, 27-31, 32-  
10 35, 37-38, and 41 inclusive, and incorporates them herein by  
11 reference.

12 44. In or about August 1993, Armstrong gave an interview to  
13 one or more reporters from Entertainment Television, with the  
14 intention that the reporters broadly republish the interview on  
15 national television, which also violated paragraph 7(D) of the  
16 Agreement. During the course of his interview with the  
17 Entertainment Television reporter(s), whose identity is known to  
18 defendants but not to plaintiff, Armstrong made statements  
19 concerning his claimed experiences with Scientology. Further,  
20 Armstrong provided to Entertainment Television a copy of a  
21 manuscript entitled: "ONE HELL OF A STORY An Original Treatment  
22 Written for Motion Picture Purposes Created and Written by Gerald  
23 Armstrong" (hereinafter, "the treatment"). Plaintiff is informed  
24 and believes that the treatment so provided includes detailed  
25 descriptions of Armstrong's alleged experiences in and concerning  
26 Scientology, including a description of Church scriptures which  
27 are considered sacred and confidential by the Church. Portions  
28 of the Armstrong interview and the treatment were shown on



1 Entertainment Television's "Entertainment Tonight" show on August  
2 5, 1993. The provision of this interview and the treatment by  
3 Armstrong to Entertainment Television violated the provisions of  
4 at least paragraphs 7(D) and 18 of the Agreement.

5 45. By reason of the foregoing breach of the Agreement,  
6 plaintiff is entitled to \$50,000 in liquidated damages.

7 **SEVENTH CAUSE OF ACTION**

8 (Against All Defendants for Breach of Contract)

9 46. Plaintiff realleges paragraphs 1-20, 22-25, 27-31, 32-  
10 35, 37-38, 41 and 44, inclusive, and incorporates them herein by  
11 reference.

12 47. In or about June 1993, defendant Armstrong caused the  
13 formation of and became a director and officer of a Colorado  
14 corporation which he called Fight Against Coercive Tactics, Inc.  
15 ("FACTI"). One of the avowed purposes of this corporation is to  
16 foment civil litigation against plaintiff and the other entities  
17 and individuals protected by the Agreement. Armstrong formed  
18 FACTI to implement his plan to foment such litigation.

19 48. Armstrong has established FACTI to create an electronic  
20 "library" that would feature, inter alia, hundreds of documents,  
21 declarations, exhibits and arguments prepared by Armstrong which  
22 discuss and pertain to the Beneficiaries, and to attempt to  
23 "shelter" these contractual breaches under a corporate name and  
24 the rubric of First Amendment privilege.

25 49. In or about January, 1994, Armstrong, using FACTI, sent  
26 a mass mailing to an as yet unascertained number of people,  
27 including members of the Scientology faith. In the mailing,  
28 Armstrong exhorts recipients to bring civil actions against the



1 Church, stating that he is collecting negative information about  
2 the plaintiff "to assist ongoing litigation." Further, Armstrong  
3 requests the addresses of and ways to contact the family members  
4 of senior Church executives, an action which is clearly intended  
5 for the purpose of harassment.

6 50. To further the fomenting of litigation, the mailing  
7 contains a list, based on rumor, falsehood and innuendo, of  
8 persons supposedly harmed or injured by their belief in the  
9 Scientology religion. Plaintiff is informed and believes that  
10 Armstrong, using FACTI as his cover, provided that list to Graham  
11 Berry, an attorney representing defendant Uwe Geertz in the case  
12 of Church of Scientology International v. Steven Fishman, et al.,  
13 United States District Court for the Central District of Los  
14 Angeles, Case No. 91-6426 HLH (Tx), which Berry then used against  
15 the Church in that action.

16 51. Armstrong's provision of assistance to Geertz and  
17 scores of other as yet unidentified would-be litigants is a  
18 direct violation of paragraphs 7(G) and 10 of the Agreement.

19 52. As a direct and proximate result of Armstrong's breach  
20 of the agreement via FACTI, plaintiff has incurred damages which  
21 are not presently calculable. In no event, however, are they  
22 less than the jurisdictional minimum of this Court. Consequently,  
23 for this breach plaintiff seeks compensatory and consequential  
24 damages according to proof.

#### 25 EIGHTH CAUSE OF ACTION

26 (Against All Defendants for Injunctive Relief)

27 53. Plaintiff realleges paragraphs 1-20, 22-25, 27-31, 32-  
28 35, 37-38, 41, 44, and 47-51 inclusive, and incorporates them



1 herein by reference.

2 54. On or about April 28, 1993, plaintiff learned that  
3 Armstrong intended to appear that day on radio station KFAX and  
4 disclose his claimed experiences with Scientology. Plaintiff's  
5 counsel, Laurie Bartilson, faxed a letter to Armstrong and his  
6 attorney, informing him that plaintiff would consider any such  
7 appearance to be a violation of the Agreement, and would subject  
8 Armstrong to the liquidated damages provision contained therein.  
9 In response, Armstrong sent a letter to Ms. Bartilson which  
10 stated, inter alia,

11 Your threat that you will subject me to the liquidated  
12 damages provision of the settlement agreement for  
13 appearing on KFAX is obscene. Even its inclusion in  
the settlement agreement; that is \$50,000.00 per word I  
write or speak about your organization is obscene....

14 In addition, Armstrong asserted that settlement agreements were  
15 an "antisocial policy" of plaintiff. He stated that he would not  
16 stop making media appearances and speeches, and that he had more  
17 planned for the near future if plaintiff did not immediately  
18 accede to his demands:

19 I expect to be doing various media appearances in the  
20 near future and talks to various groups, including one  
21 I have already agreed to with a university psychology  
22 class. I think it would be very beneficial, therefore,  
23 to resolve our differences as soon as possible by your  
organization's clear repudiation of its antisocial  
policies and practices, so that I can have good things  
to report at these talks.

24 55. In or about June 1993, Armstrong made good his threats,  
25 and gave an interview to a reporter(s) from Newsweek magazine, as  
26 described in paragraph 41, supra.

27 56. On July 2, 1993, again making good his threats,  
28 Armstrong appeared in Los Angeles, California at the Los Angeles



1 Superior Court. He attended a hearing in Church of Scientology  
2 of California v. Larry Wollersheim, Case No. BC 074815, and  
3 afterwards gave an interview to a reporter who claimed to be  
4 "working on a story," but refused to identify himself.

5 57. In or about August, 1993, Armstrong gave an interview  
6 to reporters from Entertainment Television, as described in  
7 paragraph 44, supra.

8 58. In or about August, 1993, Armstrong delivered to  
9 Entertainment Television a motion picture "treatment" concerning  
10 his experiences in and concerning Scientology, and told reporters  
11 for Entertainment Television that he was trying to "sell" the  
12 treatment, and have his claimed experiences portrayed in a motion  
13 picture.

14 59. In or about June 1993, and continuing thereafter until  
15 the present, Armstrong created FACTI with the intention of  
16 providing an electronic library of information that he is  
17 forbidden to reveal to civil litigants, attorneys, and others  
18 intending to attack or attacking the Beneficiaries, in violation  
19 of paragraphs 2, 7(G), 7(D), 18 and 10 of the Agreement.

20 60. As a direct and proximate result of Armstrong's breach  
21 of the Agreement by disclosing his experiences, by making media  
22 appearances, and by providing assistance to Greene in the Cantin  
23 and Roberts matters, which breaches are persistent and  
24 continuing, CSI is and will continue to be irreparably harmed,  
25 and unless Armstrong and those acting in concert with him are  
26 preliminarily and permanently enjoined from continuing that  
27 unlawful conduct, further irreparable harm will be caused to CSI.

28 WHEREFORE, plaintiff prays for judgment as follows:



1                                    ON THE FIRST CAUSE OF ACTION

2            1. For compensatory and consequential damages according to  
3 proof.

4            2. For attorneys' fees and costs of suit.

5                                    ON THE SECOND CAUSE OF ACTION

6            1. For liquidated damages of \$150,000, and further  
7 liquidated damages according to proof.

8            2. For attorneys' fees and costs of suit.

9                                    ON THE THIRD CAUSE OF ACTION

10           1. For liquidated damages in the amount of \$950,000.

11           2. For attorneys' fees and costs of suit.

12                                  ON THE FOURTH CAUSE OF ACTION

13           1. For liquidated damages in the amount of \$50,000.

14           2. For attorneys' fees and costs of suit.

15                                  ON THE FIFTH CAUSE OF ACTION

16           1. For liquidated damages in the amount of \$50,000.

17           2. For attorneys' fees and costs of suit.

18                                  ON THE SIXTH CAUSE OF ACTION

19           1. For liquidated damages in the amount of \$50,000.

20           2. For attorneys' fees and costs of suit.

21                                  ON THE SEVENTH CAUSE OF ACTION

22           1. For compensatory and consequential damages according to  
23 proof.

24           2. For attorneys' fees and costs of suit.

25                                  ON THE EIGHTH CAUSE OF ACTION

26           1. For a preliminary and permanent injunction prohibiting  
27 and restraining all defendants, including Armstrong, from  
28 violating any of the provisions of the Agreement, including the



1 provisions of paragraphs 7(D), 7(E), 7(G), 7(H) and 18(D).

2 **ON ALL CAUSES OF ACTION**

3 1. For such other and further relief as the Court may deem  
4 just and proper.

5 DATED: February 10, 1994

BOWLES & MOXON

7  
8 By: \_\_\_\_\_

Laurie J. Bartilson

9 Andrew H. Wilson

10 WILSON, RYAN & CAMPILONGO

11 Attorneys for Plaintiff  
12 CHURCH OF SCIENTOLOGY  
13 INTERNATIONAL







## SUPERIOR COURT OF CALIFORNIA , COUNTY OF LOS ANGELES

Date: May 28, 1992  
Honorable Ronald M. Sohigian, Judge  
1

M. Cervantes, Deputy Clerk  
None (E.R.M.)

BC 052395

(Parties and Counsel checked if present)

Church of Scientology, International

Counsel For  
Plaintiff

vs.

Gerald Armstrong, et al.

Counsel For  
Defendant

## No Appearances

**NATURE OF PROCEEDINGS:** RULING ON MATTER TAKEN UNDER SUBMISSION ON MAY 27, 1992

In this matter heretofore taken under submission on May 27, 1992, the court now makes the following ruling.

1 Plaintiff's legal remedies are inadequate insofar as the scope of relief ordered below is concerned, but not otherwise. CCP 526(4) and (5).

2 The threatened acts which are restrained by the order referred to below, but only those threatened acts, would do irreparable harm to plaintiff which could not be compensated by monetary damages. CCP 526(2).

3 On the basis of the instant record, there is a reasonable probability that plaintiff will prevail after trial of this case in the respects restrained by this order. CCP 526(1); cf., San Francisco Newspaper Printing Co., Inc. vs. Superior Court (Miller) (1985) 170 Cal. App. 3d 438.

4 Plaintiff is likely to suffer greater injury from denial of the preliminary injunction the terms of which are set out below than the injury which defendant is likely to suffer if it is granted. See Robbins vs. Superior Court (County of Sacramento) (1985) 38 Cal. 3d 199, 206.

5 The granting of a preliminary injunction in the terms set out below will preserve the status quo pending trial.



## SUPERIOR COURT OF CALIFORNIA , COUNTY OF LOS ANGELES

Date: May 28, 1992

Honorable Ronald M. Sohigian, Judge

1a

M. Cervantes, Deputy Clerk

None

(E.R.M.)

BC 052395

(Parties and Counsel checked if present)

Church of Scientology, International

Counsel For  
Plaintiff

vs.

Gerald Armstrong, et al.

Counsel For  
Defendant

No Appearances

**NATURE OF PROCEEDINGS:** RULING ON MATTER TAKEN UNDER SUBMISSION ON MAY 27, 1992

6 Application for preliminary injunction is granted in part, in the following respects only.

Defendant Gerald Armstrong, his agents, and persons acting in concert or conspiracy with him (excluding attorneys at law who are not said defendant's agents or retained by him) are restrained and enjoined during the pendency of this suit pending further order of court from doing directly or indirectly any of the following:

Voluntarily assisting any person (not a governmental organ or entity) intending to make, intending to press, intending to arbitrate, or intending to litigate a claim against the persons referred to in sec. 1 of the "Mutual Release of All Claims and Settlement Agreement" of December, 1986 regarding such claim or regarding pressing, arbitrating, or litigating it.

Voluntarily assisting any person (not a governmental organ or entity) arbitrating or litigating a claim against the persons referred to in sec. 1 of the "Mutual Release of All Claims and Settlement Agreement" of December, 1986.

The court does not intend by the foregoing to prohibit defendant Armstrong from: (a) being reasonably available for the service of subpoenas on him; (b) accepting service of subpoenas on him without physical resistance, obstructive tactics, or flight; (c) testifying fully and fairly in response to properly put questions either in deposition, at trial, or in other legal or arbitration proceedings; (d) properly reporting or disclosing to authorities criminal conduct of the persons referred to in sec. 1 of the "Mutual Release of All Claims and Settlement Agreement" of December, 1986; or (e) engaging in gainful employment rendering clerical or paralegal services not contrary to the terms and conditions of this order.



## SUPERIOR COURT OF CALIFORNIA , COUNTY OF LOS ANGELES

Date: May 28, 1992  
Honorable Ronald M. Sohigian, Judge  
1b

M. Cervantes, Deputy Clerk  
None (E.R.M.)

BC 052395

(Parties and Counsel checked if present)

Church of Scientology, International

Counsel For  
Plaintiff

vs.

Gerald Armstrong, et al.

Counsel For  
Defendant

## No Appearances

**NATURE OF PROCEEDINGS:** RULING ON MATTER TAKEN UNDER SUBMISSION ON MAY 27, 1992

The application for preliminary injunction is otherwise denied.

7 The restraints referred to in sec. 6, above, will become effective upon plaintiff's posting an undertaking in the sum of \$70,000 pursuant to CCP 529(a) by 12:00 noon on June 5, 1992.

8 The restraints referred to in sec. 6, above, properly balance and accommodate the policies inherent in: (a) the protectable interests of the parties to this suit; (b) the protectable interests of the public at large; (c) the goal of attaining full and impartial justice through legitimate and properly informed civil and criminal judicial proceedings and arbitrations; (d) the gravity of interest involved in what the record demonstrates defendant might communicate in derogation of the contractual language; and (e) the reasonable interpretation of the "Mutual Release of All Claims and Settlement Agreement" of December, 1986. The fair interpretation of all the cases cited by the parties indicates that this is the correct decisional process. The law appropriately favors settlement agreements. Obviously, one limitation on freedom of contract is "public policy"; in determining what the scope of the public policy limitation on the parties' rights to enforcement of their agreement in the specific factual context of this case, the court has weighed the factors referred to in the first sentence of this section. Litigants have a substantial range of contractual freedom, even to the extent of agreeing not to assert or exercise rights which they might otherwise have. The instant record shows that plaintiff was substantially compensated as an aspect of the agreement, and does not persuasively support defendant's claim of duress or that the issues involved in this preliminary injunction proceeding were precluded by any prior decision.



## SUPERIOR COURT OF CALIFORNIA , COUNTY OF LOS ANGELES

Date: May 28, 1992

Honorable Ronald M. Sohigian, Judge  
lcM. Cervantes, Deputy Clerk  
None (E.R.M.)

BC 052395

(Parties and Counsel checked if present)

Church of Scientology, International

Counsel For  
Plaintiff

vs.

Gerald Armstrong, et al.

Counsel For  
Defendant

## No Appearances

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**NATURE OF PROCEEDINGS:** RULING ON MATTER TAKEN UNDER SUBMISSION ON MAY 27, 1992

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9 The court does not dispositively decide the underlying merits of the case except for this preliminary determination. CCP 526(1); Baypoint Mortgage Corp. vs. Crest Premium Real Estate etc. Trust (1985) 168 Cal. App. 3d 818, 823.

10 Plaintiff is ordered give written notice by mail by June 5, 1992, including in that written notice a statement regarding whether plaintiff has or has not posted the undertaking referred to in sec. 7, above, and attaching to that written notice evidence showing that the undertaking has been posted if that is the fact.

DATED: May 28, 1992.

RONALD M. SOHIGIAN

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RONALD M. SOHIGIAN  
Judge of the Superior Court

A copy of this minute order is sent to counsel via United States mail this date.







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# DEATH, PSYCHOSIS, and SCIENTOLOGY

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The pattern and similarity of reports electronically summarized here for the first time from former members and from tens of thousands of pages of affidavits, books, and articles, and other materials tell a chilling story about this controversial group.<sup>1</sup> Reports of coverups of Scientology members becoming psychotic or suicidal, or committing suicide, while receiving Scientology's services are far too numerous to be ignored any longer.

## Your help is needed.

These reports create a moral and humanitarian imperative for current and former members to provide all possible information to this investigation. Many countries have laws similar to California's *Restatement of Agency*, Section 395(f) which states, "An agent is privileged to reveal information confidentially acquired by him in the course of his agency in the protection of a SUPERIOR interest of himself or a third party."

*Staff members are agents.* The public dangers discussed in this questionnaire represent such a superior interest.

Only by assembling all of our personal recollections concerning the individuals and circumstances mentioned herein will it be possible to pierce any possible Scientology coverups and prevent possible future calamities. It is a miracle in many ways that the reports mentioned in this questionnaire have squeezed through the cracks of Scientology's secrecy structure, intelligence agency procedures, and practice of destroying incriminating documents.

If you are a current or former Scientologist or work with or know current or former members, please review the following reports. If you recognize any of the names or have any information relevant to the additional questions at the end, please assist us immediately with an upcoming deadline. Send your information (even in preliminary form) to: Scientology Investigation, c/o F.A.C.T.Net, 601 16th. C-217, Golden, Colorado 80403, U.S.A.

## I. ALLEGED SUICIDES WHILE RECEIVING SCIENTOLOGY SERVICES

1. Quentin Hubbard died from carbon monoxide poisoning in 1977, from a hose hooked to the tailpipe of his car. Quentin was L. Ron Hubbard's second son, OT7, and a Class 12 auditor.
2. Flo Barnett a.k.a. Miller died from several gunshot wounds. She was David Miscavige's mother-in-law. Just before her death she was reported to have had an argument with David Miscavige and threatened to go public and sue Scientology.
3. Noah Lottick jumped to his death in New York, May 11, 1990, one block from the 46th St. Scientology org.
4. Rodney Ramando jumped to his death at the L.A. org in 1986.
5. James Stewart jumped to his death in Edinburgh Scotland. He was on OT3, a class 7 auditor, and the Executive Director of the Durban Org.
6. Lila Leighton Brown jumped to her death in San Francisco while a public PC in 1978.
7. An individual (name unknown) jumped to his death from the Hanover bank building in New York City circa 1981-3.
8. An older woman from Switzerland jumped to her death off the pier in Clearwater while on the OT levels. Immediately after her suicide the GO sent a bunch of people to the RPF.
9. John Colletto, SO staff, became psychotic and suicidal while on OT3. Very shortly afterward he shot his wife, Diane Colletto, to death. This occurred in 1979 in front of ASHO in LA. Shortly afterward he killed himself. The GO made great efforts to keep the whole event silent.
10. Bob Schafner was on OT3 and having problems. He rode a bike under a truck, dying instantly, in 1987 or 1988.
11. In 1975 a man in LA shot himself to death with a rifle while on OT3.
12. Gene Trout, OT7, L10,11, 12.
13. Jim Hester, Miami, Florida.
14. Jane Winkler, OT7.
15. Martina Douglas committed suicide at East Grinstead, England.
16. David Baker, OT3, Tech Sec at East Grinstead, 1984.
17. Lee Johnstone, GO staff, was "baby watched" before he committed suicide at East Grinstead in 1985.
18. Rita Smith, at East Grinstead, 1987.
19. Steven Craine, at East Grinstead.
20. Susan Meister shot herself to death aboard the Apollo in 1971 after an intense argument with Hubbard.
21. David Sandwies.
22. A woman who "drowned" in a bathtub at Flag.
23. Ernie (last name unknown) was a Scientology suicide in 1978 or 1979 in LA.
24. Laura (last name unknown), girlfriend of Skip Press, committed suicide in 1986 or 1987.
25. D. Dewhurst, a public PC, committed suicide in his car behind the Vancouver, Canada Scientology mission.
26. There is a report that an individual who had just gone clear committed suicide in Albuquerque, New Mexico.

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<sup>1</sup> This questionnaire contains allegations, opinions, and beliefs protected by the first amendment. These allegations, opinions, and beliefs are made about activities committed in a claimed religious setting which may be a serious threat to public health and well being. This questionnaire also may contain statements in which individuals are exercising their first amendment rights of religious freedom in openly discussing claimed religious matters or their former or current religious beliefs. The questionnaire was created to assist in investigating and verifying the listed allegations, opinions, and reports.



27. Quentin Schnehager, a Copenhagen staff member, hung himself just before a Sea Org mission was to arrive in his organization.
28. A London public PC threw himself in front of a train while depressed during auditing.
29. Karen Fuller died on course while on OT3.
30. Paulette Cooper's book reports a person who left a suicide note emphasizing that it had "nothing to do with Scientology."
31. Hubbard claimed that a publisher committed suicide by jumping from a window after reading Excalibur, the early version of the OT Levels.
32. A friend of Ari Salonen's committed suicide in Stockholm.
33. Michael Leube, a 10-year Scientologist and sea org member committed suicide in July, 1989.

## II. ALLEGED DEATHS ON SCIENTOLOGY'S "PURIFICATION RUNDOWN"

34. Phil Valinski died during auditing at La Quinta in California. Scientology withheld information from his family, according to reports.
35. John Roberts became comatose and died at East Grinstead.
36. (first name unknown) Van Sefers died at Flag or on his return to Europe.
37. A Scientologist in Washington state, name unknown.
38. A Scientologist named Christopher (last name unknown) died on this rundown. Scientology (Western Division) was reported to have quickly settled a wrongful death case with his family. An ex-GO/OSA member recently reported that he stole all the court records from Portland Oregon's 3 counties to cover up this case.
39. A woman given the protective pseudonym "Allison" by Corydon in his book tells of almost dying because of it.

## III. ALLEGATIONS ABOUT "END OF CASE AUDITING" (EOC)

These need investigation and verification because of suspected coercion to induce already weakened, infirm or ill persons to buy dangerous additional "services," commit suicide, or speed their own deaths by abandoning normal medical practices for economic, convenience, or political reasons.

40. Yvonne Jentzsch. A report from a recent defector implies Yvonne actively resisted doing the EOC but was forced to do it. She reportedly was having major problems with her husband, Heber Jentzsch, and with L. Ron Hubbard. Since she was such a popular executive, the EOC may have been politically driven to stop a doubt/PR/security problem in the highest levels of the group.
41. Phoebe Maurer.
42. Sue Todd Hunter, OT5, was audited extensively while known to have cancer. She died recently.
43. There is a lot of information in FBI records and elsewhere that Scientology operatives tried to get Paulette Cooper to commit suicide.
44. A bogged Toronto public pc became psychotic and was sent a letter implying that suicide was her best road out.

## IV. ALLEGATIONS CONCERNING OTHER DEATHS WHILE AN INDIVIDUAL WAS ASSOCIATED WITH SCIENTOLOGY

45. An older male sea org member died at Flag between November, 1989 and April, 1990. A former Flag sea org member overheard a GO/OSA agent talking about keeping the death quiet.
46. Michael Bonnin died during auditing on the upper levels.
47. Maria Echarraria's son died at Clearwater Florida.
48. David Orin Cloud died in a 1983 car accident after being depressed and receiving Scientology services secretly.

49. A real estate broker died mysteriously in the Clearwater Florida area. Prior to his death, this individual had an argument with David Miscavige over some property Miscavige wanted to buy from him. He was not a member.
50. Doreen Gaul and James Sharp were teenage Scientologists murdered in LA. John McMasters, the first Clear, disassociated from Scientology in part because of these deaths. He felt that the vindictiveness of Scientology's actions were somehow connected to the deaths.
51. John Kennedy died in 1966, in Rhodesia, allegedly while cleaning his gun. He was a Scientologist who had strong conflicts with the local group and had left Scientology to set up his own mental health institute.
52. The Seattle Times reports that William J. Fisk was murdered by Russell Johnson at the Seattle org during class. The story says it was because Fisk was having intercourse with Johnson's wife. Johnson's wife was a Scientologist and Russell was not. Fisk had bragged of being able to control Johnson's wife.
53. The Franchise holder from Stuttgart Germany was summoned under duress to Flag and then died in a salvage operation while in Florida.
54. An individual named Brown was killed. Steve Fishman connected him to a Scientology project called GOLDCORE.
55. Jim (last name unknown) was found dead in Queens, N.Y. while on an ethics handling.
56. John Peterson, formerly one of Scientology's leading attorneys.
57. Although he did not die, Terry N. Prueher was told Scientology had a contract on him and was later involved in an shooting where a bullet grazed his forehead.
58. Although the targeted individual did not die, in 1988, Milan Nekuda, who has some association with Scientology, tried to kill a woman.
59. An army officer watching a demonstration of how to use an E-meter to find subversives committed suicide shortly after the demonstration.
60. Ezio Conflati, a Toronto public pc, in 1991, possibly was drugged to induce a heart attack. He did not die.

## V. ALLEGATIONS OF ATTEMPTS BY SCIENTOLOGY TO GET MEMBERS TO COMMIT SUICIDE.

61. Steve Fishman, a former GO/OSA operative, reports that after he was caught by the government in 1986, he was ordered to commit suicide to save Scientology from being exposed for crimes he had committed on their behalf.
62. John Breedlove was at Scientology's Flag land base in the 1970's. He told his mother he was told by Scientology to commit suicide and that Scientology could get anyone to commit suicide if they wanted. He did commit suicide after he left Scientology.
63. One of Hubbard's first wives, Sara Northrup Hubbard, appears to have been coerced by Hubbard to try to commit suicide to protect his reputation.
64. Did the same thing happen to L. Ron Hubbard Jr. after he left Scientology?
65. David Sandelwies committed suicide after Scientology threatened to reveal confidential information in his PC folders.

## VI. ALLEGATIONS OF ATTEMPTED SUICIDES WHILE RECEIVING SCN SERVICES

66. Mary Sue Hubbard, L Ron Hubbard's wife, 1954, 1980-1981.
67. L Ron Hubbard threatened to commit suicide if one of his girlfriends didn't marry him. Later during his auditing on various levels he went through suicidal periods.
68. Quentin Hubbard attempted suicide before he actually killed himself. One such attempt was a drug overdose.



69. Peter Lewis, ED of the LA Org, was locked up by Scientology for days after his suicide attempt.
70. Manfred Eichorn attempted suicide at East Grinstead in 1991, then was "baby watched."
71. Lawrence Wollersheim attempted suicide immediately after receiving L-12 and other upper level auditing.
72. Margery Wakefield.
73. Robert Hart, 1971.
74. Ari Salonen, 1982, Finland.
75. Sandy Fuller.
76. (first name unknown) Anderson.
77. Hana Eltringham, now Hana Whitfield.
78. Paulette Cooper's book mentions an individual who became psychotic and suicidal on OT3 and committed himself to avoid suicide.
79. Robert Kaufman (from Paulette Cooper's book).
80. Monica Pignotti.
81. Mario (last name unknown).
82. Cooper's book mentions another individual who threatened suicide but didn't because he was afraid it would invalidate Scientology.
83. In 1992 a Toronto male public pc jumped off the Bloor/Dansforth viaduct.

## VII. ALLEGATIONS OF THREATENED SUICIDES WHILE RECEIVING SCN SERVICES

84. Diana Hubbard, L Ron Hubbard's daughter, OT7, around 1980.
85. Hedi Delgro, at East Grinstead, probably September 1992. An isolation order was written on her after she became psychotic and threatened or attempted suicide.

## VIII. ALLEGATIONS OF PERSONS BECOMING PSYCHOTIC WHILE RECEIVING SCIENTOLOGY SERVICES

86. Two Swedish public PC's, one from Stockholm and one from Malmo, became psychotic after Flag sec checking.
87. Bruce Welch was locked up on the Apollo for weeks after he became psychotic.
88. Carl Barney was locked up aboard the Apollo after he became psychotic.
89. Marianne Coenan was locked up in Pomona in 1991.
90. Sam Binion or Benion became psychotic while on OT3. It is reported that Heber Jentzch was involved in physically restraining him and ripping off his clear bracelet so he wouldn't give Scientology a bad name.
91. An individual named Robertson shot DMSO into himself while psychotic.
92. According to an ex-Sea org member, it was a common occurrence both on the Apollo and in Clearwater to have staff and RPFer's who became psychotic locked in the bathroom.
93. Charles Manson had 150 hours of auditing. The GO hid this information but it showed up in documents seized by the FBI.
94. Ann Rosenblum's affidavit tells about GO/OSA members bragging about driving 2 defectors/critics into a mental institution with nervous breakdowns.
95. Dave Voorhies, in Seattle, Washington, became psychotic on OT3 and was given thorazine which the Scientologists told him was vitamin B.
96. Hana Eltringham, now Hana Whitfield.
97. Bill Howie, on OT3. He was a high level, long term Sea org executive. His wife was the deputy CO of Celebrity center.

98. Willie B. Wilson, on OT 3 in the late 70's or early 80's. He was a wealthy Texas oil man.
99. A Beverly Hills pediatrician who joined the Sea Org and then became psychotic.
100. Travis Harris became psychotic while auditing on the Apollo in 1974.
101. L. Ron Hubbard became psychotic while auditing on OT3, and had many other psychotic episodes according to defector affidavits.
102. Steve Fishman.
103. Ann Rosenblum became psychotic while on the RPF.
104. An affidavit from a former high ranking auditor states that if staff members became psychotic on the OT levels they were sent to the RPF. This may indicate an attempt to cover up Scientology-induced psychotic episodes within the organization.
105. Roxanne Friend was told she wasn't ill and needed more auditing when she had cancer. In 1990 she refused auditing, was declared psychotic, and kidnapped to Flag.

## IX. ALLEGED "REVERSE AUDITING" TO DELIBERATELY INDUCE PSYCHOSIS IN "SECURITY RISK" PERSONS.

106. A former NOTS C/S reports that he knows of individuals who were ordered by the GO/OSA to reverse audit security risks.
107. Reverse auditing was done on Arthur Running Bear. He did become psychotic from the auditing.

## X. ALLEGED INTENTIONAL NEGLIGENCE CAUSING DEATH OF MEMBERS

There are reports that Scientology is letting staff members with cancer or other serious and expensive illness go without treatment. They work them until they drop, and by then the cancer or other illness has progressed too far. Please contact F.A.C.T.Net if you have any knowledge of this subject. *There may be people in this position now who still could be helped.*

108. Ed Brewer, an LA sea org member was left to bleed to death trapped in a car. He was left without medical attention and without calling for help while other staff members who were with him went back to the Guardian's Office to get instructions on what to do so the accident would not create a PR flap.
109. Sally Esterman Chaleff, a 20 year Sea Org member died a painful and slow death of treatable and operable cervical cancer. She was denied almost all care that could have saved or extended her life.
110. A child was run over at the Scientology nursery in Clearwater. This may be a covered up negligence situation.

## XI. ALLEGED DEATHS, BEAKDOWNS OR SUICIDES OF FAMILIES AND FRIENDS OF CURRENT OR EX-SCIENTOLOGISTS

111. Arlene S. Heller describes the stress Scientology put her family through, which caused a mental breakdown and suicide attempt in September of 1981. Her daughter was a member.
112. Lawrence Wollersheim believes that Scientology harassment was a major factor in his father's heart attack.



## WHAT TO DO

If you have any information about these or similar cases, write a report or affidavit -- anonymous if you must. Please be specific with as much relevant detail as possible.

Please specify:

- Scientology services the person was taking, i.e., purification rundown, introspection RD, OT levels, false purpose RD, RPF, etc..
- Who were the people delivering the service?
- Dates and location.
- If the individual was a staff member, what post(s) did he or she hold?
- What were the individual's actual reactions, emotional state, and unguarded comments about what was being done to them by Scientology?
- Names and addresses of family and friends who the individual may have confided in.
- How can we obtain further information?

We are also interested if you have any knowledge about:

- celebrities who have had similar experiences,
- persons involved in destroying records,
- anyone receiving Scientology services who was "baby watched" or subject to isolation orders or hospitalized, and
- the whereabouts of the individuals or families of GO/OSA agents Leonard Liebowitz (US), or Clarice Guidice (Italian), or Jay Grossman.

How might we contact recent defectors from any Scientology organization or their families, particularly Pat and Annie Broeker and Terry Gamboa?

How might we locate or contact the parents or non-Scientology families of the senior Scn executives?

Do you have information about other people or circumstances relevant to any of the sections of this questionnaire — such as names of former GO/OSA auditors, staff C/S's or medical officers who would have had access to this type of information before it may have been removed or destroyed?

What recollection or materials do you have of any Scientology materials or internal reports (micro film computer reports etc.) which mention:

- dangers of inducing psychosis or suicidal impulses,
- actual attempted suicides or psychotic episodes,
- the experimental or dangerous nature of Scientology techniques, or
- putting the children of staff members at risk because of inadequate care.

Do you have any information about any of Scientology's alleged financial frauds, not limited to postulate checks, credit card scams, student loan scams, Author Services, Inc. Special Properties scams, or Church of Scientology asset transfers?

To help inform others, would you be willing to appear on TV or in other media to discuss your knowledge about Scientology in the areas of this questionnaire? Would you be willing to attend a conference (location and dates not determined)?

## WHAT WILL BE DONE WITH THIS INFORMATION

The information will be used to assemble comprehensive summary reports that may eventually go to government or private agencies responsible for protecting the public safety and mental health, and agencies that protect the public from criminal activities in all countries where Scientology operates. The information you provide also may be used to assist ongoing civil or criminal litigation on wrongful death or other charges. It may also be used to assist investigative media reporters seeking to call the public's attention to these matters. If you wish to restrict the use of the information you submit to us, specify the restrictions in your report.

## OTHER WAYS YOU CAN HELP AND GET MORE INFORMATION

- Distribute copies of this document to every current and former Scientologist you can contact, to anyone else you think could help, and on any computer bulletin board (BBS) to which you have access.
- If you have a computer and modem, write for a F.A.C.T.Net electronic library cardholder application. Send a SASE with 58 cents postage to: F.A.C.T.Net., Inc. There is no charge to approved applicants and no connect charge.
- If you don't have a computer and modem, send a 58 cent SASE for an update and additional information. All reports, requests for additional information, and F.A.C.T.Net cardholder applications must be in writing

**Don't confine your remembrance to the names on this list. We suspect this may be just the tip of the iceberg. Who else do you know about?**



# ARE THERE UNDISCLOSED DANGERS IN SCIENTOLOGY'S TECHNIQUES?

*an alternative opinion*

Scientology's control techniques are derived from a collection of sources—some benign, others not. Some of the more benign techniques are plagiarized without recognition from a mishmash of pop psychology and other psychological and psychiatric schools. After people are hooked by the friendly, benign come-on, Scientology uses exercises that covertly put the receiver in hypnotic trance. The purpose of covert trance induction is to increase the subject's suggestibility and control the subject's resources. These techniques are derived from traditional hypnosis and from rituals used to produce fanatical loyalty in the initiatory rites of past secret societies. (Early in his career, L. Ron Hubbard was involved in a Satanic secret society.)

These coercive control techniques alone could explain the many reports of psychosis and suicide, but Hubbard went far beyond traditional techniques. He studied and wrote a book on brainwashing, and commented that he could use his knowledge to turn people into "willing slaves." While developing what Scientology call its L-12 processes, Hubbard allegedly said that if they did this program wrong they might as well build a pine box for the individual receiving it.

Hubbard experimented with first generation Russian and Korean brainwashing techniques on unknowing members under a cloak of "religion." His innovative experimentation helped produce a second generation of thought reform and mind control techniques. These are considerably more dangerous than their first generation predecessors. Hubbard combined these new control techniques with the bizarre occult cosmology of his past, high pressure sales techniques, traditional deception techniques, and sociological and psychological stress techniques.

These second generation though reform programs are commonly called "coercive persuasion" in the courts. In *United States v. Lee* 455 U.S. 252, 257-258 (1982), the California Supreme Court found that "when a person is subjected to coercive persuasion without his knowledge or consent... [he may] develop serious and sometimes irreversible physical and psychiatric disorders, up to and including schizophrenia, self-mutilation, and suicide."

The goal of all coercive persuasion programs is to produce subject compliance and control the subject's resources by holding the subject at a point of maximum

## WERE YOU PAID \$2-400,000/YR IN THE SEA ORG?

The October 22, 1993 New York Times reports the Scientology salary David Miscavige and his wife reported to the IRS for 1991 was \$94,042. The article didn't add the market value of year-round housing, servants, cooks, travel, vehicle and entertainment allowances. With David's love of trendy mountain resorts this could amount to another \$1-200,000 per year. More importantly, the article failed to reveal that Miscavige and several other top Scientology executives, as trustees or board members of Author Services Inc., allegedly share another 5% of the gross income of ASI trusts A and B. Not including what may be funneled back to them from other Scientology-related organizations, the estimates for just this hidden additional 5% ASI income are \$4-800,000/yr.

## 73 SCIENTOLOGISTS CONVICTED IN MILAN, ITALY

After previously being acquitted on other charges, 73 high level members of the Scientology organization in Italy have been convicted of conspiracy, tax evasion, extortion, and criminal actions against minors and the infirm. Sentences range from 4 months to 4 years.

## WOLLERSHEIM BEGINS COLLECTION OF \$ SIX MILLION+

After a 14 year legal battle and numerous appeals, several to the U.S. Supreme court, the State of California has finalized the Wollersheim judgment and given Wollersheim the OK to begin collection. Wollersheim said, "My suit was won because I was coerced with a freeloader debt, coerced into going to the RPF, coerced into disconnecting from my loved ones, physically coerced and restrained when I wanted to leave, and coerced into becoming an unknowing guinea pig for Scientology's human experimentation with thought reform techniques which caused me to go psychotic. If any of these things has happened to you or anyone you know, get a lawyer and discuss your rights. In many jurisdictions you have one year from the date you discover that you have been harmed to file a suit."

## DID DAVID MISCAVIGE SELL OUT L. RON HUBBARD FOR SCIENTOLOGY'S NEW IRS TAX EXEMPT STATUS?

Do documents sealed in the IRS deal reveal that David Miscavige sold Hubbard out as a criminal in admissions necessary for Scientology to get its new tax exempt status? We may soon find out. Scientology had to battle for 40 years to get a non-profit status that the IRS routinely gives away to Satanic and neo-Nazi groups that can show a legitimate religious nature. Now, within weeks of the IRS ruling, Scientology's new status has already been challenged as based on fraud. A coalition of ex-members and other interested parties is assisting those challenging the IRS ruling. Don't be surprised if they soon find a way to unseal Miscavige's secret IRS deal and document the alleged Scientology misrepresentations on which the IRS based its decision. —Might criminal charges be forthcoming against Scientology's executives, attorneys and accountants?



psychological stress without inducing psychosis. Unfortunately, the second generation coercive programs have increased the chance of error because subjects tend to be less well monitored and the advanced techniques used to induce stress are more powerful and less predictable in their effects on the individual.

In coercive persuasion programs, frequent and intense attempts are often made to cause a person to reevaluate the most central aspects of their experience of self and prior conduct in negative ways. Efforts are designed to destabilize and undermine the subject's basic consciousness, reality awareness, world view, emotional control, and defense mechanisms. They are engineered to induce the individual to reinterpret his or her life's history and adopt a new version of causality.

...tive information is how it works. Scientology members are forbidden to talk to each other about anything negative that happens to them while undergoing Scientology techniques. The only Scientology staff with whom they are allowed to discuss the negative effects of Scientology are forbidden themselves to disclose the true nature, severity, or number of these negative experiences to anyone but one or two other individuals whose primary job is to prevent this type of information from getting out to the public.

Members are deceived into thinking and rationalizing that any such reports they might accidentally hear are caused by something wrong with that individual (but not with Scientology) or that the path through the secret initiatory levels is a narrow and perilous "wall of fire" and casualties are normal and to be expected.

Members have no idea they are being used as guinea pigs for dangerous psychological control experiments and have no idea that many people before them may have suffered dire harm because of these techniques.

#### SCIENTOLOGY CODE OF SILENCE BROKEN

More than ever before in its history, former Scientology staff members and public are speaking out and revealing what they know about the alleged crimes and immoral activities of this group. The list of people now working to expose the truth about Scientology reads like a who's who list of Scientology's former best and brightest staff, executives, and public.

Vaughn Young typifies the outspoken and courageous former Scientologists who dare to break the Scientology code of silence. For 15 years Vaughn and his wife, Stacy, worked at the highest levels of the GO/OSA until they recently left. Vaughn's affidavit of October, 1993 states, "During this time [1981], the GO was being converted to the Office of Special Affairs (OSA). This was done under the direction of Vicki Aznaran who later became the Inspector General and has since left Scientology. While it was later touted that the GO had been 'disbanded' the truth was that it was really nothing more than a name change. The same people were running the group. We had the same offices. We had the same policies."

**Please – help bring these matters to light and protect possible future victims. Mail your recollections as quickly as possible to:**  
**Scientology Investigation, c/o F.A.C.T.Net, Inc.,**  
**601 16th. C-217, Golden, Colorado 80403, U.S.A.**

To learn about a dial-up computer library resource with an extensive database of information about human rights abuses caused by systems of coercive psychological manipulation, please send a self addressed envelope with 58 cents in postage, to F.A.C.T.Net, Inc., 601 16th St. #C-217, Golden, CO 80403, U.S.A.

#### HOW COULD REPORTS OF SUICIDE AND PSYCHOSIS BE FACTUAL AND HIDDEN SO LONG?

Scientology's security isolation and control of nega-







# F.A.C.T.

Fight Against Coercive Tactics, Inc.  
601 16th St. #C-217 Golden, Colorado 80401, U.S.A.  
Phone (303) 650-3650

**because no one  
has the right  
to control  
your  
mind**

A NONPROFIT  
COMPUTER BULLETIN BOARD



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<sup>1</sup> Information in this document is subject to future amendment relevant to necessary legal considerations or IRS 501(c)(3) nonprofit status interpretations or rulings.



## F.A.C.T.'S Scientology Document Libraries

F.A.C.T.'S Scientology document library will contain information in several categories.

### Legal Libraries

A complete electronic legal library will contain civil and criminal legal cases in the U.S. and internationally having to do with Scientology and its abuses. This legal library now includes or soon will have subsections containing:

- Complete published legal decisions rather than just summaries;
- Complete copies of all or most briefs in legal cases where major victories or precedents were set against Scientology;
- Witness, victim, and expert declarations and affidavits (including location and availability of originals);
- Copies of key evidence submissions (including location and availability of originals);
- Complete briefs, declarations, affidavits, and arguments from Scientology's opposition in the legal cases:  
(Scientology seems to reuse the same legal arguments. Having the complete arguments and counterarguments will assist victims' attorneys to keep legal

research costs down and predict Scientology's next moves with high reliability.)

- Findings published by national and international government investigations and agencies about Scientology;
- Evidentiary exhibits from other government and related private investigations that could be used in a court of law;
- A list of legal and government resources which can handle and/or have handled Scientology cases successfully;
- A master list of every suit or complaint ever filed relating to Scientology and clearly labeled whether it was dismissed, dropped, settled, in progress, or decided;
- A successful actions library that will contain the advice of those individuals who have successfully dealt with Scientology whether it was in the courts, in the media, or in their personal situations:  
(People having problems with Scientology could read these highly personalized documents and better know what they were getting into and the proven best ways to deal with it. These success write-ups will contain everything from how the organization behaves in



## Media Libraries

A complete library of media and public relations coverage of Scientology will include:

- Magazine articles:
- Newspaper articles:
- Transcriptions of nonfiction TV programs, films and radio shows concerning Scientology:
- Nonfiction books about Scientology:
- A public relations library of downloadable or fax-on-demand press releases, articles and short flyers related to education on the subject that can be used to quickly bring someone up to speed or jump-start PR departments, reporters, and freelance writers who have story ideas:
- A list of writers, reporters, PR professionals, and other media professionals who have provided educational or news coverage relating to this subject:

As a special subsection of the media library, we will maintain searchable hard copy archives of all the promotional and media materials that Scientology uses. This will allow us to search and identify this organization's current and past membership and management and their organizational

histories. It can also provide key strategic documentation of individual or organization activities as described by their own promotional literature. For example, these lists might be used by lawyers, prosecutors, or public relations people to identify undercover Scientology operatives trying to infiltrate or sabotage a case or position.



court to how to deal with harassment successfully. This will include the history of Scientology settlement strategies, particularly the amounts of past known settlements and current settlement offers.)

- A compilation library of the history of complaints involving Scientology filed with professional associations like the American Medical Association and the Better Business Bureau as well as with government consumer protection agencies:  
(Some organizations will not let us copy their complaints but may allow summarization as to quantity and content for research purposes.)
- A library that focuses specifically on cases or investigations involving abuse of children, custody cases, and other legal family issues relating to abuse by Scientology; and  
(All successful ethical tactics used to reunite families and get children out of the coercive environment will be shared.)
- A library that tracks Scientology's alleged attempts to alter documents and secretly change its court positions and statements from jurisdiction to jurisdiction.

## Professional Studies

F.A.C.T.'s database will contain professional medical, sociological, psychological, theological and psychiatric studies and journals from the U.S. and internationally having to do with Scientology and its abuses. This library will include:

- A list of professional journals and other professional sources which have articles related to Scientology's use of coercive psychological systems, and
- A list of professional assistance and support resources from the various professions mentioned above who can handle and/or have handled these types of education, recovery, or expert witness situations successfully.







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<sup>1</sup> Information in this document is based on information from the following sources:

# WHAT IS F.A.C.T.'S BUSINESS PLAN?

(a Summary)

F.A.C.T.'s business plan is constructed around a three-phase growth model. This model is flexible and will evolve with more detail as conditions or better suggestions indicate.

## PHASE 1

Phase 1 will run from fall, 1993 to spring, 1994. In this phase, F.A.C.T.'s pilot BBS will be used by and accessible only to those pre-screened individuals and organizations authorized to assist with or participate in F.A.C.T.'s private and secure final beta site testing. The goal of Phase 1 is to set up, test and debug all BBS equipment, software, security systems and organizational policies before we go on-line with our first public in Phase 2.

Before the end of Phase 1, the decision will be made whether to set up F.A.C.T.'S international headquarters and main BBS in the United States or in Denmark. Danish law may allow F.A.C.T. to avoid some legal and insurance problems and costs that could arise

if the BBS and the organization were headquartered in the United States or in a country with laws similar to those of the United States.

## PHASE 2

Phase 2 will run from spring, 1994 until late 1994 or early 1995. Phase 2 is dedicated to establishing *FactNet*'s connections.

*FactNet* will be an economical global communications network and centralized BBS for a loosely knit network of almost 400 nonprofit organizations that are not now set up to be electronic networking, electronic communications, and electronic service organizations. These organizations, located worldwide, are already working, each in its own specialty, in related areas of exposing, monitoring and fighting coercive psychological systems. During Phase 2 F.A.C.T. will develop and add additional database libraries. It will test library access, news, mail and other cooperative support



services for and with these "sister" organizations.

In Phase 2, F.A.C.T. will connect to the InterNet, the world's largest global information "highway." This will give all organizations using F.A.C.T. access to the InterNet's more than 14,000 "member" computer networks and an estimated 10+ million users.

In addition to the InterNet connection, F.A.C.T. will have its own X-25 SprintNet connection which will allow users to call F.A.C.T. directly from most major U.S. and international cities on a local line with only a small service charge. For example, from most cities in the U.S. the charges would run from about \$3.50/hr during off times to about \$7.50/hr during prime business hours. This is only a fraction of Wats or other normal long distance costs.

In Phase 2, F.A.C.T. will work with participating organizations on service revenue sharing activities such as materials lending, and on cooperative fund raising. F.A.C.T. will help scan and index the general-subject and group-specific archives that each group has accumulated in its own area.

### PHASE 3

Phase 3 will begin in late 1994 or early 1995. Its focus is to market the approximately 400-organization network's and F.A.C.T.'s services directly to the public. In Phase 3, F.A.C.T. and its associated network of organizations will take on more of the high visibility Amnesty International type PR, activist and social education functions.

If F.A.C.T. was on-line now, using the networking methods described, it would be available to the estimated 30 million global computer users already hooked up to computer networks. That number is expected to double in just a few years.

## THE BEGINNING

The first information to become available on-line through F.A.C.T.'s libraries will be public domain documents relating to coercive psychological systems, such as professional studies and research, court cases and legal documents, media stories, and government investigations and findings.

To do the most good for the most victims (and potential future victims) in the fastest possible time, and to become known and credible as a resource in this field, F.A.C.T. must focus on issues that are important and widely publicized and about which it has expertise.

As F.A.C.T. begins, the criteria for the groups it will first consider are group that are:

- widely recognized as users of coercive psychological systems,
- widely reported in the media and topics of public discourse,
- of interest to governmental and other legitimate investigatory bodies, and
- ones that F.A.C.T. personnel or volunteers are qualified to address.

Groups that meet these criteria include:

- the Branch Davidians of Waco
- Scientology
- the Children of God

Scientology is widely regarded by experts as the most dangerous and destructive of the groups currently using coercive psychological systems. It is also the group which F.A.C.T.'s current personnel know best from firsthand experience. For these reasons the first large body of information in F.A.C.T.'s database inevitably will be what we have already accumulated about Scientology.

We start from what we know, but this does not mean that F.A.C.T.'s interest is confined to or focused upon Scientology or any other group. Our concern is the danger to human rights posed by coercive psychological systems in whatever context they may appear.

Information on other groups using coercive psychological systems will be added to the BBS as it is made available to us and as leaders come forward with the needed expertise about other groups.



PROOF OF SERVICE

STATE OF CALIFORNIA       )  
                                  ) ss.  
COUNTY OF LOS ANGELES    )

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Hollywood, California 90028.

On February 10, 1994, I served the foregoing document described as PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR LEAVE TO AMEND THE FIRST AMENDED COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF on the following party by

- [ ] placing the true copies thereof in sealed envelopes as stated on the attached mailing list;
- [X] placing [ ] the original [X] a true copy thereof in sealed envelopes addressed as follows:

Ford Greene  
Hub Law Offices  
711 Sir Francis Drake Blvd.  
San Anselmo, California 94960-1949

Paul Morantz  
P.O. Box 511  
Pacific Palisades, CA 90272

- [X] BY MAIL
- [ ] I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.
- [X] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on February 10, 1994, at Los Angeles, California.

- [X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

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Type or Print Name

---

Signature